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Supreme Court, U.S.
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No._____

IN THE
SUPREME COURT OF THE UNITED STATES

October Term 1997

RODNEY C. AND GINA M. GROGAN
Petitioner(s),

V.

THOMAS J. MARONEY,
United States Attorney

WILLIAM PEASE,
Assistant United States Attorney

C. NELSON, GIBSON HILL INC.
Robert Blazer President

MICHAEL KALIL, ATTORNEY

JOHN J. LIVINGSTON, ATTORNEY
with
Getnick, Livingston, Atkinson, Gigliotti, Priore LLP for
Farm Credit North Central New York (ACA)
Respondent(s)

On Petition For Writ Of Certiorari
To The (United States Court of Appeals)

PETITION FOR WRIT OF CERTIORARI

RODNEY AND GINA GROGAN
P. O. Box 661
Holland Patent, NY 13354
315-865-6360

3 ppd

QUESTION(S) PRESENTED

1. 1973, deed to property transferd from United States,. Norman to Grogans, Should the deed be made part of the foreclosing action in 1991?

2. Grogan, Petitioner, assumed Normans debt, through the deed on four current insured mortgagesof the U.S. Why wasn't Federal Land Banks, (Farm Credit) security made part of action?

3. Contract of subordination between Normans, United States, and Federal Land Bank (Farm Credit). Why wasn't subordination made part of state action?

4. Because of Farm Credits security interest, shouldn't Norman's be named part of action to foreclose?

5. Petitioners received mortgage for rural housing from the United States, why didn't counsel for Farm Credit make (recd) party to state action?

6. Why was petitioners fourth and fourteenth amendments to the constitution violated?

7. Farm Credits mortgage was made "Subject To" the mortgages of the U.S. Why shouldn't we be able to act on those mortgages?

8. Should Michael Kalil, Referee, in acting on behalf of the Supreme Court file "Notice to Quit" with said court?

9. Should Michael Kalil represent third party buyers? Is that a confilct of interest?

10. Why did the U.S. Assistant Attorney William Pease leave Grogans' "Owners of Equity of Redemption"?

11. Why did it take so long two years after Farm Credits action to foreclose for the United States to act on the surplus monies?

12. Judge John Grow, S.C.J., ruled on surplus monies when we attempted to act on those rights, "Equity of Redemption". Why did we receive a sanction?

13. A request for a release and assignment to the property was made to the U.S. by the third party buyers. Why did they receive it?

14. Farm Credits mortgage was Town of Trenton. Why was the property also sold in the Town of Marcy?

PARTIES

Rodney C. Grogan plaintiff	P.O. Box 661 Holland Patent, N.Y. 13354
Gina M. Grogan plaintiff	P.O. Box 661 Holland Patent, N.Y. 13354
vs.	
Thomas J. Maroney United States Attorney defendant	Charles E. Roberts, AUSA Office of the United States Attorney P.O. Box 7198 100 S. Clinton Street Syracuse, N.Y. 13261-7198 315-448-0672
William Pease defendant	Charles E. Roberts, AUSA United States Attorney (See Above)
C. Nelson defendant	Frances E. Blazer Office of Frances E. Blazer P.O. Box 807 4433 Peterboro Street National Bank Building, Room 1 Vernon, N.Y. 13476 315-829-2525
Gibson Hill Inc. defendant	Frances E. Blazer (See Above)
Robert Blazer, President defendant	

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OPINIONS BELOW

The opinion of The United States Court of Appeals is attached as Appendix A for the convenience of the Court.

The decision of The United States District Court is attached as Appendix B.

The two orders of State Supreme Court is attached as Appendix C.

STATEMENT OF JURISDICTION

This court has jurisdiction to review the decision of the United States District Court pursuant to 42 U.S.C. §1983 and Supreme Court Rule 10(A)(B)(C)

DATE OF OPINION SOUGHT TO BE REVIEWED

The opinion sought to be reviewed was March 5, 1998.

DATE OF DENIAL OF UNITED STATES APPEALS COURT

The petitioner was denied a court date in United States Court of Appeals on May 8, 1998.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The decision of the State Court action is in conflict with our due process of law by taking of our property under the Fourth and Fourteenth Amendment of the U.S. Constitution pursuant to 42 U.S.C. §1983 and 28 U.S.C. §1343.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Amendment 4, the right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

Amendment 14, All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United

States and of the State wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the law.

STATEMENT OF THE CASE

This case is for title of real property, from mortgages of the United States on Rural Housing, and F.H.A., F.S.A., pursuant to 28 U.S.C. §2410 and §1334, with rights protected by and guaranteed by the constitution of the United States. In bringing this action petitioners sought the return of the petitioners house and property with monetary, and property damages, respondents deceived both the state and federal courts, and the conspiracy by the respondents to unlawfully deprive the petitioners of their property rights. A motion was held by the respondents before Judge Rosemary S. Pooler on November 17, 1997 at the Federal Building in Syracuse, New York. Judge Pooler, discussed the Rooker-Feldman doctrine which states in substance that a Federal State court judgment has no jurisdiction in those cases which involve a final state court judgment. Petitioners disagree because Norman's were not party to the state case. Petitioners also referred to the four prior United States current mortgages and the current subordination agreement contract by the United States, and to the fact the Norman's and as these documents had to be party to the state action. Judge Pooler did not hold a decision to these documents, in her judgment made March 5, 1998. Petitioners made issue to the motion by William Pease for the United States for the surplus monies in 1993, particularly two years after the state case of Farm Credit in 1991. Petitioners question the redemption rights from the United States. Petitioners agree that Farm Credits mortgage only, did not have redemption rights. The mortgage of 30,000 dollars had security of the Norman's prior four mortgages, subordinated by the United States, to perfect their state action these defendants would have had to make all part of the state action. Petitioners made issue to the United States after the surplus money proceedings, that In Pease's affidavit that the Petitioners were made 'OWNERS OF EQUITY OF REDEMPTION". Petitioners affirm that the equity in this instance is with the Rural Housing mortgage and the property that the Rural Housing mortgage is made to under the United States regulations require they have first lien on prior to

the approval of a Rural Housing mortgage. The issue was made that Farm Credit mortgage in the state foreclosure action was made 'SUBJECT TO" was made "SUBJECT TO" the liens and mortgages of the United States. That the Farm Credit did not have lien or title to the Rural Housing mortgage or, Livingston have right to sell the house for Farm Credits' mortgage. On March 20, 1997 petitioners updated our abstracts to this property and discovered the subordination agreement by the Government. We then submitted it to the U.S. district court. The respondents counsel Richmond for Farm Credit continued to request sanctions and was denied, on March 5, 1998. Richmond for Farm Credit denied throughout both Federal and State proceedings that the United States was prior lien holder and first lien on the house and property. Judge Pooler did not address at this time the respondents C. Nelson and Gibson Hill Inc. Robert Blazer President and Charles Gaetano and the fact they did not receive redemption rights to the house and property from the United States even though they did put in a request, these defendants did not wait for any rights to the Governments house instead resold the house within a three month period and within the redemption rights of the United States and the petitioners. Judge Pooler also did not address at this time the respondent Michael Kalil, although the petitioners address in their amended complaint that his conflict of interest and his question of integrity. On February 23, 1998 petitioners did file a motion in U.S. district court for a motion pursuant to Rule 60 (b). A judgment was entered on March 5, 1998 of the defendants motion of November 17, 1997. Petitioners filed a notice of appeal on March 17, 1998. Court of appeal made a ruling on May 8, 1998.

REASONS FOR GRANTING THE PETITION

(1) The petitioners' argument styled a " Quiet Title Action" brought pursuant to 28 U.S.C. §2410, which allows the United States to be named as a party in certain kinds of civil suits with respect to real or personal property on which the United States has or claims a mortgage or other lien. Actions may be brought against the United States by secured creditor under 28 U.S.C.§2410 to assert its senior lien against property upon which junior federal lien has been foreclosed. *Northwest Equipment Sales Co. V. Western Packers Inc.* (1976, CA9 Idaho) 543 F2d. 65, 20 UCCRS 210.

(2) Petitioners argue our claims pursuant to 28 U.S.C. §1343

(3) that the defendants conspired to deprive the petitioners our due process law under the fourteenth amendment to defend and protect the right guaranteed by the constitution of the United States. *Hofferber V. First Nat. Bank* (1977, WD Okla.) 437, F. Supp 788.

(3) The United States Attorney William Pease deceived and conspired with Livingston Law Firm for Farm Credit to deceive the state court, by not filing a complete abstract of property in his motion to receive surplus monies on two junior liens of July 21, 1977 and July 18, 1979. Not protecting the Governments rights and also plaintiffs rights to property by deleting the Four insured Government mortgages assumed by the plaintiffs on November 5, 1973.

Petitioners feel 42 U.S.C. §1983 or *Bivens V. Six Unknown Named Agents of Fed. Bureau of Narcotics,* 403 U.S. 388 (1971) illustrates that William Pease and the defendants conspired to deprive plaintiffs of our property rights without due process of law in violation of our constitution right.

(4) Petitioners' constitutional rights to their property under 42 U.S.C. §1983 as violations of federal rights guaranteed by the fourteenth amendment, *Sixth Camden Corp. v. Eveshaw* (1976, DC, NJ) 420 F Supp 709.

(5) The four mortgages assumed through the deed were never reconveyed as required by CPLR 212(c). A deed absolute on its face given solely as security for specific loans, advances, and money to be advanced is in equity a mortgage and the right to redeem will be read into it. *Massari V. Girardi* (1922), 119 Misc. 607, 197 N.Y.S. 571. Plaintiffs contend that all parties were not made part of the state court action. Livingston Law Firm for Farm Credit failed to comply with Article 13 of the Real Property Action and Proceedings Law (RPAPL). The complaint failed to mention Richard and Beverly Norman and the Rural Housing Community Development (RHCDS) RECD Rural Economic Community Development, a agency of the United States.

(6) The state court action (Hon. John W. Grow) signed a judgment of foreclosure and sale on May 17 1991, under direction of court- appointed referee Michael Kalil. At which time Judge Grow signed a order that property be sold "subject to" liens. The referees deed filed in the Oneida County Clerks Office also states property

sold "subject to. the liens. Order signed by Judge Grow for distribution of surplus monies leaving "Rodney and Gina Grogan owners of Equity of Redemption".

(7) Michael Kalil acting as counsel for third party buyers issuing the plaintiffs a Notice to Quit Property. .

(8) Robert Blazer President of C. Nelson Gibson Hill Inc. issue a warranty on October 1991 to fourth party buyer without receiving the redemption rights of the Government. C. Nelson giving fourth party buyer a Quit Claim deed on property in town of Marcy. Robert Blazer changed locks on our Rural Housing Loan acquired from the Government.

(9) Petitioners feel Rooker-Feldman doctrine has no basis for argument since defendants failed to present their security in the state court action which was never litigated prior in any foreclosure action. The Rooker- Feldman doctrine permits federal courts to entertain such general claims. See *Feldman*, 460 U.S. at 486, 103, Sct. at 1316-17. Petitioners argue that Farm Credits and the Governments security contract was not discovered until March 20, 1997 by petitioners, and did not have a opportunity to present these claims are not "inextricably intertwined". We were not represented by counsel at time of foreclosure, therefore are not barred by Rooker-Feldman doctrine. *Texaco*, 784 F. 2d at 1144-45.

(10) View that property remains. "SUBJECT TO" subordinate liens. statute §3 56 ALR 4th. In the following cases, the courts recognized the rule that a redemption by a mortgagor, or his successor in interest, from the sale of property under mortgage foreclosure proceedings terminates the sale and renders it null and void, restoring the estate to its preforeclosure status, such that the property remains "SUBJECT TO" unsatisfied subordinate liens. Redemption by a grantee of a mortgator- property owner, of property foreclosed upon by a mortgagee, rendered null and void the foreclosure sale, the court held in *Hack V. Snow* (1929) 388 Ill. 28, 169 NE 819, leaving the premises "SUBJECT TO" all other liens in the same way as if redemption had been made by the mortgagor himself.

(11) Statute §10 the court held in *Skousen V. L.J. Dev Co.* (1982, App.) 134 Ariz. 289, 655 P2d. 1341, that where judgment creditors, who had liens against a property owners property, or his

retained interest therein, were not made parties to an action to foreclosure a mortgage on such property, the property remained "SUBJECT TO" such liens upon redemption from foreclosure sale by the mortgagor-debtors grantee.

(12) Statute §719.5 Appeal and Error Equity, de novo review foreclosure action. In equity an appellate courts review is de novo and its responsibility is to decide as the trial should have decided and it is on this basis that the court will determine the respected rights of a mortgagors assignee and junior lien holders in a foreclosure action.

CONCLUSION

The policy in which Farm Credit (successor to Federal Land Bank) took to foreclose on property in 1991, which the United States as a prior lien holder deprived the petitioners unfairly of, their house and property without due process, to deceive the state and federal courts of information as to the contract of subordination and to exclude the four current United States mortgages in the sate action is clearly an action for 42 U.S.C. §1983 or Bivens action. The response given by the United States was to take surplus monies from a foreclosure sale or equity of a rural housing mortgage that the petitioners were not in default on, and leave them "owners or equity of redemption" nothing was said by the United States showing any administrative concern for the fourth and fourteenth amendments of rights to the petitioners as property owners. That is the essence of the hostile administrative climate these petitioners, faced when it brought an action in state court on Jan. 21, 1997 to act on the redemption rights they received from the United States.

This petitioner simply asks this court to revisit this and all opinions of the federal court that was denied only on the Rooker-Feldman doctrine and jurisdictional defect.

This petitioner seeks a forum where a full and clear record can be made and jurisdictional determined as required by the United States Supreme Court under rule 10 Considerations Governing Review on Certiorari.

Respectfully submitted this 29 day of May, 1998

s/ Rodney Grogan

Prose Petitioner Gina M. Grogan

APPENDIX A

N.D.N.Y.
97-cv-912
Pooler, J.

UNITED STATES COURT OF APPEALS
FOR THE
SECOND CIRCUIT

At a stated Term of the United States Court of Appeals for the Second Circuit, held at the United States Courthouse, Foley Square, in the City of New York, on the eighth day of May, one thousand nine hundred and ninety-eight.

PRESENT: Hon. Joseph M. McLaughlin,
Hon. Fred I. Parker,
Hon. J. Dickson Phillips, Jr.,
Circuit Judges.

Rodney C. Grogan and Gina M. Grogan,
Plaintiffs-Appellants,

v.

Thomas J. Maroney, United States Attorney,
William Pease, Assistant United States Attorney, C. Nelson, Gibson Hill Inc., Robert Blazer, President, Michael Kalil, Attorney, John J. Livingston, Attorney with Genick, Livingston, Atkinson, Gigliotti, Priore LLP, for Farm Credit North Central New York ACA,
Defendants-Appellees.

No. 98-6066

A motion having been made herein by appellants pro se for leave to amend their complaint pursuant to 28 U.S.C. S 1653 to add the United States as a defendant, upon consideration thereof, it is ordered that said motion be and it hereby is denied. The record clearly indicates that the complaint's jurisdictional defects cannot be remedied by any truthful amendment. See Canedy v. Liberty Mut. Ins.

Co., 126 F. 3d 100, 103 (2d Cir. 1997). The appeal is dismissed as so indisputably lacking in merit as to be frivolous within the meaning of 28 U.S.C. S 1915(e). See Neitzke v. Williams, 490 U.S. 319 (1989).

FOR THE COURT:
George Lange III, Clerk
By: s/Lucille Carr

APPENDIX B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

Civil Action No.
97-CV-912 (RSPIDNH)

RODNEY C. GROGAN and GINA M. GROGAN,
Plaintiffs,

-v-

THOMAS J. MARONEY, United States Attorney for the Northern District of New York; WILLIAM PEASE, Assistant United States Attorney; C. NELSON; GIBSON HILL, INC.; ROBERT BLAZER, President; MICHAEL KALIL; JOHN LIVINGSTON, of GETNICK LIVINGSTON ATKINSON GIGLIOTTI & PRIORE, LLP, acting for FARM CREDIT NORTH CENTRAL NEW YORK ACA,

Defendants.

APPEARANCES:

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JANET M. RICHMOND, ESQ.

ROSEMARY S. POOLER, D.J.

MEMORANDUM DECISION AND ORDER

Pro se plaintiffs Rodney C. Grogan and Gina M. Grogan (collectively, "the Grogans") commenced this action pursuant to 28 U.S.C. §2410 to regain possession of and title to certain real property in the Town of Trenton, New York. The Grogans also seek compensation for damages they incurred as a result of their expulsion from the property following entry of a Judgment of Foreclosure and Sale in New York State Supreme Court on May 22, 1991. Each of the named defendants except Michael Kalil has made motions to dismiss the complaint in its entirety on various grounds. Defendants Getnick Livingston Atkinson Gigliotti & Priore, LLP (the "Law Firm"), John Livingston, and Farm Credit of North Central New

York, ACA ("Farm Credit"), also moved for an award of attorneys' fees, costs, and sanctions. Plaintiffs made a crossmotion for appointment of counsel and later made motions for relief from the state court judgment, for judgment on the pleadings, for summary judgment, and for fees, costs, and sanctions. Because this court lacks subject matter jurisdiction over plaintiffs' claims, I dismiss the complaint in its entirety as against all parties.

BACKGROUND

On January 28, 1991, Farm Credit instituted proceedings in New York State Supreme Court, County of Oneida, against the Grogans to foreclose a mortgage on the Grogans' house and farm because of interest and principal payment defaults. Am. Compl., Dkt. No. 14, Exs. at (unnumbered) 1; Richmond Aff., Dkt. No. 24, Ex. F at 2. Farm Credit also named as defendants the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, the United States of America (Commodity Credit Corp.), and Remsen Agway Cooperative, Inc. Am. Compl. Exs. at 1. The United States was a junior lienholder. The court (Hon. John W. Grow, J.S.C.) filed a Judgment of Foreclosure and Sale on May 22, 1991. Richmond Aff., Dkt. No. 24, Ex. F. The judgment ordered that the Grogans' property be sold at public auction under the direction of a court-appointed referee, defendant Michael Kalil, and that the proceeds of the sale be used to satisfy costs of the sale, tax liens, Farm Credit's costs and attorneys' fees, and the amount due on Farm Credit's mortgage. Id. Any surplus monies were to be deposited with the court. Id. The judgment ordered that the purchasers at the sale be let into possession upon production of the referee's deed. Id. Finally, the judgment

> ORDERED, ADJUDGED AND DECREED, that each and all of the defendants in [the foreclosure] action, and all persons claiming under them, or any of them, after the filing of such notice of pendency of [the] action, be, and they are hereby, forever barred and foreclosed of all right, title, interest, claim, lien and equity of redemption in said mortgaged premises, and each and every part thereof.

Id.

The mortgaged premises were sold on June 27, 1991. Pease Aff. of 5/20/97, ¶ 2, Ex. to Am.Compl., Dkt. No. 14. Kalil issued a Referee's Deed on July 29, 1991, conveying the property to the purchasers C. Nelson and Gibson Hill, Inc. Am. Compl., Dkt. No. 14, Ex. On August 1, 1991, Kalil, acting as attorney for the purchasers, issued a Notice to Quit Property Sold Under Foreclosure to the Grogans and demanded that they surrender possession of the property. Id. The Grogans claim that defendant Blazer, then President of Gibson Hill, Inc., changed the locks on the property and subsequently sold the property to a third party. Am. Compl., Dkt. No. 14, 11 6.

On September 3, 1991, Assistant United States Attorney William H. Pease filed a notice of claim to the surplus monies on behalf of the United States to satisfy outstanding Farmers Home Administration ("FHA") loans and mortgages on the property. Am. Compl., Dkt. No. 14, Exs. at (unnumbered) 10. Pease submitted an affidavit dated May 20, 1993, in support of his motion to distribute surplus monies to the United States. On August 2, 1993, Judge Grow ordered (1) confirmation of Kalil's report of sale and (2) distribution of the surplus monies to the United States. Am. Compl., Dkt. No. 14, Ex.

On January 21, 1997, the Grogans submitted a motion referencing the then closed state court action seeking to redeem the property sold in 1991. Richmond Aff., Dkt. No. 24, Ex. B. The plaintiffs in the original state action made cross-motions for summary judgment and for sanctions against the Grogans. Id. Ex. C. By order filed March 6, 1997, Judge Grow denied the Grogans' motion, granted Farm Credit's crossmotion, and ordered that

> Rodney C. Grogan and Gina M. Grogan are excluded and absolutely barred from claiming any title or interest in the real property which is the subject of this action and any rights which Rodney C. Grogan and Gina M. Grogan may have had in said real property are extinguished and terminated . . . .

Richmond Aff., Dkt. No. 24, Ex. A at 2. The court also ordered the Grogans to pay costs in the amount of $100.

The Grogans commenced the present action on June 27,

1997. Compl., Dkt. No. I. The original complaint named as defendants Maroney, Pease, Nelson, Gibson Hill, Inc., and Blazer. Id. The complaint was styled a "Quiet Title Action" brought pursuant to 28 U.S.C. §2410 and alleged jurisdiction pursuant to Sections 2410, 1331, 1343(3) & (4), and 2201 of Title 28. Id. ¶ 1. The complaint also stated that plaintiffs sought "relief and/or damages to protect and defend the right guaranteed by the Constitution of the United States." Id. The claims consisted of the following allegations: that (1) the United States had redemption rights in the Grogans' property; (2) the property was sold subject to the rights of the United States; (3) the purchasers "requested redemption rights" but never received them; (4) the purchasers "sold property to fourth parties within the Goverments [sic] 1 year redemption rights;" (5) according to the Pease affidavit made in support of his motion for distribution of excess monies, "Rodney and Gina Grogan recieved [sic] equity of redemption rights;" (6) Kalil, acting for the purchasers, sent the Grogans a Notice to Quit Property; and (7) the Grogans received a discharge of their mortgage from the United States on August 28, 1996. Id., at 2-3. Finally, the complaint stated that "Rodney and Gina Grogan have recieved [sic] redemption rights, have been removed unfairly from their property, and that our lien from the goverment [sic] is still intact under a Quiet title action." Id. at 3. The complaint demanded that the court remove all tenants from the property and return the property to the Grogans, together with clear title and damages. Id. at 4.

On August 11, 1997, the Grogans filed a motion to amend their complaint and to add additional defendants. Dkt. No. 5. On September 18, 1997, the United States made a motion to dismiss the complaint pursuant to Fed. R. Civ. P. 12(b)(2) and 12(b)(6). Dkt. No. 10. However, by order dated September 16, 1997, Magistrate Judge Hurd granted plaintiffs' motion to amend.

Dkt. No. 13. Plaintiffs filed an amended complaint on September 23, 1997. Am. Compl., Dkt. No. 14. The amended complaint added defendants Livingston, the Law Firm, "acting for Farm Credit Bank," and Kalil and deleted defendant Pease. Id. The amended complaint alleges that in the foreclosure action, Livingston failed to properly serve the United States "as to RUAL HOUSING COMMUNITY DEVELOPMENT (RHCDS) RECD - RUAL ECONMIC

COMMUNITY DEVELOPMENT" and "failed to comply with ARTICLE 13 of the REAL PROPERTY ACTION and PROCEEDINGS LAW (RPAPL)." Id. ¶ 2, 3. The complaint further alleges that "[failing, to give proper notice to all defendants constitues [sic] forefiture [sic] of the foreclosure and sale of the property. The plaintiffs herein own and have never loss [sic] all rights, title to plaintiffs [sic] property." Id. ¶ 3.

The Grogans accuse Kalil of (1) "false repentation [sic] of a matter of fact which is intended to decieve [sic] another;" (2) "decieveing [sic] actions [which] lead [sic] Rodney and Gina Grogan into actions that they would not have taken if they had known the truth;" (3) failure to obtain court approval of the notice to quit or to file the notice with the county; (4) failure to "search this property for any other title interst [sic] or liens;" and (5) improperly receiving payments from the purchasers, creating a conflict of interest and "question of integrity." Am. Compl., Dkt. No. 14, ¶ 4.

The amended complaint alleges that the United States Attorney of the Northern District of New York made a claim to the surplus money based on the existence of two mortgages despite the fact that "[a]t the time of the action of foreclosure the Plaintiffs, Rodney and Gina Grogan were not in default on their Rual [sic] Housing loan with the United States." Am. Compl., Dkt. No. 14, ¶ 5.

Finally, the amended complaint alleges that

> Robert Blazer acting President to C. Nelson; Gibson HILL INC. knowingly needed redemption rights to the property sold the property and made several warranty and a quitclaim deeds. Without any consideration of the United States a defendant in this action or to the Plaintiffs in this action Robert Blazer sold the property in October 1991 without sole ownership or title to the premise and within the year redemptions rights of the United States Robert Blazer changed locks on Plaintiffs home barring Rodney and Gina Grogan from their home without any rights to do so by the United States or the Plaintiffs herein.

Am. Compl, Dkt. No. 14, 116. Plaintiffs demand essentially the same relief as in the initial complaint -- return of the property and damages. In addition, plaintiffs seek "sanctions and fines against all defendants except the United States Attorney. Id.¶¶ B, C, D.

By letter dated October 6, 1997, the United States withdrew its original motion to dismiss in light of plaintiffs' filing of an amended complaint. Dkt. No. 22. Also on October 6, the United States filed a motion for judgment on the pleadings pursuant to Fed. R. Civ. P. 12(c) and for summary judgment dismissing the amended complaint. Dkt. No. 19. On October 15, 1997, defendants Livingston, the Law Firm, and Farm Credit filed motions (1) to dismiss pursuant to Fed. R. Civ. P. 1 2(b) (1) for lack of subject matter jurisdiction; (2) to dismiss pursuant to Fed. R. Civ. P. 1 2(b) (6) for failure to state a claim upon which relief can be granted; (3) for judgment on the pleadings pursuant to Fed. R. Civ. P. 12(c); (4) for summary judgment; and (5) for attorneys' fees, costs, and sanctions. Dkt. No. 24. Also on October 1 5, 1997, defendants C. Nelson and Gibson Hill, Inc., Robert Blazer, President, filed a motion for summary judgment pursuant to Fed. R. Civ. P. 56. Dkt. No. 28. On October 16, 1997, plaintiffs filed a motion for appointment of counsel. Dkt. No. 31. On October 31, 1997, plaintiffs filed papers in opposition to defendants' motions. Dkt. No. 33.

By letter dated November 12, 1997, I wrote to the parties requesting that they prepare to address at oral argument the possible application of the Rooker-Feldman doctrine to the facts of this case and inviting additional submissions on that issue alone. Each of the movants except the Grogans submitted supplemental memoranda, and each of the parties addressed the issue at oral argument, which took place on November 17, 1997. I reserved decision on these motions. On February 23, 1998, plaintiffs filed motions for relief from the state court judgment, for judgment on the pleadings, for summary judgment, and for fees, costs, and sanctions. Dkt. No. 43.

DISCUSSION

A. The Factual Basis for Plaintiffs' Claims

I turn first to an examination of the nature of the Grogans' claims. It is difficult to discern the exact nature of any claim set

forth in the original or amended complaint, or indeed to discern what conduct plaintiffs allege each defendant engaged in that was unlawful. The gravamen of plaintiffs' claims seems to be that they were unlawfully deprived of their real property. It is not clear why plaintiffs believe their expulsion was unlawful, however. Plaintiffs state that they do not challenge the state judgment of foreclosure in favor of Farm Credit because Farm Credit validly foreclosed on a mortgage, leaving plaintiff without "redemption rights." Dkt. No. 27, 11 3. Plaintiffs state that they also do not challenge the New York court's 1997 decision on their motion to redeem their property because they possessed no redemption rights relative to the mortgage foreclosed upon. Id.

However, plaintiffs also claim that they have the right to redeem from the United States the same property that was sold in a judicial sale following the judgment of foreclosure in favor of Farm Credit. The basis for this claim appears to be plaintiffs' belief that the United States somehow conferred redemption rights on plaintiffs when it made a claim to the surplus monies following satisfaction of Farm Credit's mortgage. Specifically, plaintiffs claim that the affidavit of William Pease, sworn to on May 20, 1993, in support of a motion to distribute the surplus monies, confers upon or confirms in them some right to redeem the property. Plaintiffs point to paragraph 6 of that affidavit, wherein Pease recited "[t]hat the owners of the equity of redemption are . . . Rodney C. Grogan and Gina M. Grogan" in support of their claim. Ex. to Am. Compl., Dkt. No. 14. Plaintiffs argue that because the United States never foreclosed on its FHA mortgages, which were discharged instead following payment with the surplus monies, plaintiffs retain the right to redeem the property upon which those mortgages were held.

The defendants argue that I should dismiss plaintiffs' claims for various reasons. In order to address those arguments, I first attempt to discern under what provision of law plaintiffs claim they are entitled to relief.

B. Plaintiffs' Federal Claims

1. 28 U.S.C. §2410

The amended complaint is styled a "quiet title" action and

alleges that it is brought pursuant to 28 U.S.C. §2410, which allows the United States to be named as a party in certain kinds of civil suits with respect to real or personal property on which the United States has or claims a mortgage or other lien. However, the amended complaint does not name the United States as a party. It names Thomas J. Maroney, the United States Attorney for the Northern District of New York, as a defendant. The original complaint also named Assistant United States Attorney William Pease as a defendant, but the amended complaint omits Pease without explanation. Even if I construe the claim as one against the United States, the amended complaint fails to allege that the United States currently has a mortgage or lien on the property that the plaintiffs seek. In fact, plaintiffs appear to claim that the mortgages the FHA formerly held on the property were satisfied by payment of the surplus monies to the United States. If the United States does not currently hold a mortgage or lien on the disputed property, then 28 U.S.C. §2410 cannot form a basis for their claim.

2. 42 U.S.C. §1983 or Bivens

Because these plaintiffs are proceeding PEQ se, I construe the complaint broadly to ascertain whether it could state any claim. Plaintiffs may be attempting to assert a claim pursuant to 42 U.S.C. §1983 or Bivens v. Six Unknown Named Agents of Fed. Bureau of Narcotics, 403 U.S. 388 (1971), that the defendants conspired to deprive plaintiffs of their property rights without due process of law in violation of the constitution. The amended complaint states that the action is brought "to defend and protect the right guaranteed by the Constitution of the United States." Am. Compl., Dkt. No. 14. There are several problems with construing the complaint as a due process claim, however. First, there exists a valid state court judgment authorizing the sale of plaintiffs' property. In addition, plaintiffs have not identified any state actors to support a Section 1983 claim. If I construe the claim as a Bivens action, plaintiffs fail to show how a successful action against the United States Attorney, who acted on behalf of the United States only to claim the surplus monies after the property already had been sold, could result in invalidation of the prior foreclosure action. Moreover, plaintiffs do not appear to claim that the United States Attorney acted wrongly in any way. Therefore, I cannot consider plaintiffs' complaint to state a

valid constitutional claim.

C. Plaintiffs' State Law Claims

Plaintiffs' state law claims are equally difficult to discern. Plaintiffs claim that Livingston, the Law Firm, and Farm Credit failed to properly serve process upon the United States in the state court action. Am. Compl., Dkt. No. 14, ¶ 2. Plaintiffs seem to claim that this alleged failure invalidates the foreclosure action. Id. ¶ 3 Plaintiffs also contend inexplicably that these defendants took property from plaintiffs "without any such liens or with a court action." Id. ¶ B. Plaintiffs seek monetary damages, sanctions, and fines against these defendants. The claim against Kalil is that during the state court action he acted unethically and fraudulently and with a conflict of interest. Plaintiffs request that the court take action against Kalil's professional license and assess monetary damages, sanctions, and fines. Id. ¶ C. The complaint alleges that Blazer, C. Nelson, and Gibson Hill, Inc., the purchasers of the property, took title illegally and then made illegal transfers of the property to others. In addition, plaintiffs allege that these defendants illegally barred plaintiffs from entering the property by changing the locks. Id. ¶6. Plaintiffs seek sanctions and fines against these defendants.

D. The Rooker-Feldman Doctrine

Although it is difficult to discern the legal basis for plaintiffs' claims, the relief plaintiffs seek is more clearly stated. Plaintiffs request an order from this court (1) commanding the United States government to take possession of plaintiffs' former home; (2) declaring plaintiffs to be the rightful owners of the property; and (3) compelling some of the defendants herein to pay damages allegedly resulting from the illegal removal of plaintiffs from their home. The amended complaint states,

> Relief sought in this action is as such as the United States Attorney will search and siege [sic] the property. Remove all tenants from property that have and always have trespass on Plaintiffs property in the Towns of Trenton and Marcy . . . assess all damages to property and to make the PLAINTIFFS whole for all that has been loss [sic].

Am. Compl., Dkt. No. 14,11 A. Regardless how plaintiffs characterize their claims, in order to accomplish the results they seek, I would be required to reverse state court judgments holding that Rodney and Gina Grogan have no rights in the disputed property. At oral argument, plaintiffs acknowledged that they seek to invalidate the state judgment of foreclosure because they claim it was defective. Defendants argue that this court lacks jurisdiction to review the state court's actions. I agree.

It is well-established that pursuant to the Rooker-Feldman doctrine, "inferior federal courts have no subject matter jurisdiction over cases that effectively seek review of judgments of state courts and that federal review, if any, can occur only by way of a certiorari petition to the Supreme Court." Moccio v. New York State Office of Court Admin., 95 F.3d 195, I 97 (2d Cir. I 996) (citing Rooker v. Fidelity Trust Co., 263 U.S. 413 (1923); District of Columbia Ct. of Appeals v. Feldman, 460 U.S. 462 (1983)). This doctrine precludes federal review not only in actions identical to state court actions, but also of any claims that are "'inextricably intertwined' with the state court's determinations." Moccio, 95 F.3d at 198 (quoting Feldman, 460 U.S. at 482-84 n. 16). The doctrine also bars the federal court from considering claims that plaintiffs failed to raise in the state court action but had the opportunity to raise, such as the unconstitutionality of the law's application to that plaintiff. Moccio, 95 F.3d at 199.

It is clear in this case that in order to consider plaintiffs' possible claims, this court would be required to examine the validity of the May 1991 judgment of foreclosure and of the subsequent order issued by the state court in March 1997. The Rooker-Feldman doctrine bars just such a review. The Rooker-Feldman doctrine also bars consideration of any claim that the judgment was obtained in violation of federal law or of plaintiffs' constitutional rights because those were issues that plaintiffs had the opportunity to raise in the state court action. Consequently, I find that this court lacks subject matter jurisdiction over plaintiffs' claims because the issues therein are inextricably intertwined with those of the state court actions. To the extent plaintiffs' claims rest on state law, I dismiss for lack of supplemental jurisdiction in the absence of a viable federal claim.

E. Sanctions, Attorneys' Fees, and Costs

Defendants Livingston, the Law Firm, and Farm Credit moved for an award of attorneys' fees, costs, and sanctions. Because defendants failed to make a separate motion for sanctions, as required by Fed. R. Civ. P. 1 1 (c)(I)(A), I deny the motion for sanctions. In addition, I decline to award attorneys' fees or costs in light of my finding that this court lacks jurisdiction to hear the merits of plaintiffs' claims.

CONCLUSION

Because this court lacks subject matter jurisdiction over plaintiffs' claims, plaintiffs' complaint is dismissed in its entirety. The motion by defendants Livingston, the Law Firm, and Farm Credit for sanctions, costs, and attorneys' fees is denied. Plaintiffs' motions are denied as moot.

IT IS SO ORDERED.

Dated: March 5, 1998
Syracuse, New York

s/Rosemary S. Pooler
ROSEMARY S. POOLER
United States District Judge

APPENDIX C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

97-CV-91 2

RODNEY C. GROGAN and GINA M. GROGAN,

Plaintiffs,

vs

THOMAS J. MARONEY, United States Attorney; WILLIAM PEASE, Assistant United States Attorney; C. NELSON; GIBSON HILL, INC.; and ROBERT BLAZER, President,

Defendants.

APPEARANCES: OF COUNSEL:

RODNEY C. GROGAN
GINA M. GROGAN
Plaintiffs, Pro Se
P.O. Box 661
Holland Patent, NY 13354

FRANCES E. BLAZER, ESQ.
Attorney for Defendants
C. Nelson and Gibson Hill, Inc.
P.O. Box 807
4433 Peterboro Street
National Bank Building, Room 1
Vernon, NY 13476

HON. THOMAS J. MARONEY
United States Attorney
Northern District of New York
P. O. Box 7198
100 South Clinton Street
Syracuse, New York 13261-5165

DAVID N. HURD
United States Magistrate Judge

ORDER

Without opposition, plaintiffs' motion to amend the complaint (Docket No. "5") is GRANTED.

Plaintiffs may file a new and complete amended complaint on or before October 15, 1997.

Service of a copy of the new and complete amended complaint shall be made by mail upon the Honorable Thomas J. Maroney, Office of the United States Attorney for the Northern District of New York, P.O. Box 7198, 100 South Clinton Street, Syracuse, New York 13261-5165, and Frances E. Blazer, Esq., 4433 Peterboro Street, National Bank Building, Room 1, P.O. Box 807, Vernon, New York 13476 on or before November 15, 1997.

Personal service of the new and complete amended complaint shall be made upon the additional defendants on or before November 15, 1997.

IT IS SO ORDERED.

s/David N. Hurd
United Stales Magistrate Judge

Dated: September 16, 1997
Utica, New York.

APPENDIX D

JUDGMENT OF FORECLOSURE AND SALE

Index No. 91 00216
RJI No. 32-91-491
Judge Grow

At a Special Term of the Supreme Court of the State of New York held in and for the County of Oneida at the Courthouse in the City of Utica, New York, on the 17th day of May, 1991.

PRESENT: John W. Grow, Supreme Court Justice

STATE OF NEW YORK
SUPREME COURT COUNTY OF ONEIDA
FARM CREDIT OF NORTH CENTRAL
NEW YORK, ACA,

Plaintiff,

vs.

RODNEY C. GROGAN, GINA M. GROGAN, THE UNITED STATES OF AMERICA, acting through THE FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE, THE UNITED STATES OF AMERICA (COMMODITY CREDIT CORP.), and REMSEN AGWAY COOPERATIVE, INC.,

Defendants.

ON THE SUMMONS AND VERIFIED COMPLAINT, duly filed in this action, and all proceedings thereon, and on reading the affidavits of service duly filed herein, showing that each of the defendants has been duly served with the Summons and Complaint in this action; and

On reading the Affidavit of Regularity of John J. Livingston, one of the plaintiff's attorneys, sworn to April 18, 1991, and duly filed herein, showing that more than thirty days have elapsed since

said defendants were so served and that none of said defendants has served any answer to the Complaint or made any motion with respect thereto or otherwise and that the time to do so has expired and has not been extended except defendant United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, which appeared by the United States Attorney, Frederick J. Scullin, Jr., and waived service of all papers except Notice of Sale, Referee's Report of Sale, Order confirming same, Surplus Money Proceedings and Notice of Discontinuance; and defendant United States of America (Commodity Credit Corp.), which appeared by the United States Attorney, Frederick J. Scullin, Jr., and waived service of all papers except Notice of Sale, Referee's Report of Sale, Order confirming same, Surplus Money Proceedings and Notice of Discontinuance; and defendant Remsen Agway Cooperative, Inc., which appeared by its attorney, Cummings, McGuire, Dunckel & Campany, and waived service of all papers except Referee's Computation, Judgement of Foreclosure and Sale, Notice of Sale, Referee's Report of Sale, and Surplus Money Proceedings, and that none of the defendants is an infant, incompetent, or absentee; and

Due notice of the pendency of this action containing all of the particulars required by law to be stated therein having been duly filed in the Office of the Clerk of Oneida County, New York, on January 28, 1990, at or after the time of filing the Complaint; and

This action having been brought to foreclose a mortgage because of default in the payment of interest and principal; and

An Order of Reference having been duly made to compute the amount due the plaintiff upon the note and mortgage set forth in the Complaint and to examine and report whether the mortgaged premises can be sold in parcels; and

On reading and filing the report of Michael N. Kalil, the Referee named in said Order of Reference, by which report dated April 29, 1991, it appears that the sum of $44,027.56 was due plaintiff at the date of said report; and that the mortgaged premises should be sold in one parcel;

NOW, on motion of Johnson Atkinson Getnick & Livingston, attorneys for plaintiff herein, it is

ORDERED, ADJUDGED AND DECREED, that the said report of the said Referee be and the same is, hereby, in all respects ratified and confirmed, and it is further

ORDERED, ADJUDGED AND DECREED, that the mortgaged premises described in the Complaint in this action, as hereinafter set forth, be sold in one parcel subject to: any state of facts an accurate survey may show; covenants, restrictions and easements of record; federal, state and municipal laws, regulations and ordinances, and any violations thereof effecting the premises; the rights and interests of all tenants of said premises who or which are not joined in this action; to claims, if any, of any Indian tribe or tribes or groups; and to the right of redemption of the United States of America; and that the same be sold at public auction at the Sheriff's Civil Office located in the Oneida County Courthouse in Utica, New York, under the direction of Michael N. Kalil, of Utica, New York, who is hereby appointed Referee for that purpose; that the said Referee give notice of the time and place of such sale according to law and the rules and practice of this Court; that the plaintiff or any other party to this action may become the purchaser or purchasers on such sale; that the said Referee execute to the purchaser or purchasers on such sale a deed of the said premises sold; and that in case the plaintiff shall become the purchaser at said sale it shall not be required to make any deposit thereon; that on receiving the proceeds of said sale the said Referee deposit the same forthwith in his own name as referee herein at the National Bank and Trust Company, as depository, and thereafter make the following payments, and his checks drawn for that purpose shall be paid by the said depository:

FIRST: The statutory fees of said Referee, not to exceed $200.00.

SECOND: Advertising expenses and other expenses of sale, as shown on the bills presented and certified by said Referee to be correct.

THIRD: All taxes, assessments and water rates which are liens upon the property sold at the time of sale and the amount necessary to redeem, and said Referee is hereby directed and required to redeem the property sold from any sales for unpaid taxes, assessments or water rates which have not apparently become absolute,

pursuant to Section 1354 of the Real Property Actions and Proceedings Law, unless the purchaser delivers to the Referee a consent in writing to take title without the payment of said taxes, assessments, and water rates, and without the redemption of the property sold from any sale for unpaid taxes, assessments or water rates which have not apparently become absolute, in which event the Referee shall not require the purchaser to pay to him in cash the amount hereof and shall not pay the same, but shall credit on account of the purchase price the aggregate of such amounts with such interest and/or penalties as may have lawfully accrued at the date of the delivery of the deed.

FOURTH: To the plaintiff or the plaintiff's attorneys, the sum of $1,009.42 to be taxed by the Clerk of this Court, and hereby adjudged to the plaintiff for costs and disbursements in this action, with interest on said sum from the date hereof; and also the sum of $2,000.00 to the plaintiff's attorneys for legal fees and also the sum of $44,027.56 the said amount so reported due as aforesaid, together with the interest thereon from the date of said report, or so much thereof as the purchase money of the mortgaged premises will pay of the same.

FIFTH: If such Referee intends to apply for a further allowance for his fees, he may leave on deposit such amount as will cover such additional allowances to await the further order of the Court thereof, after application duly made.

SIXTH: If the purchase price be sufficient to make therefrom all the payments and/or credits herein decreed and leave a surplus over and above the aggregate of such payments and/or credits, the said Referee shall then draw upon said depository for, and shall deposit the balance of the surplus moneys arising from the sale of the said mortgaged premises, within five days after the same shall be received and be ascertainable, to the credit of this action, in Court, to be drawn only on the order of this Court, signed by a Justice thereof, and it is further

ORDERED, ADJUDGED AND DECREED, that if the plaintiff purchases the mortgaged premises at said sale, or acquires the rights of the purchaser at said sale and files a valid assignment thereof with the said Referee, said Referee shall not require the plain

tiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to the plaintiff a deed of the premises sold upon the payment to said Referee of the amounts specified above in paragraphs marked "FIRST", "SECOND", and "THIRD", or in lieu of the payment of said amounts mentioned in said paragraph "THIRD", upon filing with the said Referee receipts of the proper municipal authorities showing the payment thereof, unless the plaintiff or its assignee or its attorney deliver to the Referee a consent in writing to take title without the payment of said amounts mentioned in said paragraph "THIRD", in which event the Referee shall credit on account of the purchase price the aggregate of such amounts with such interest and/or penalties as may have lawfully accrued at the date of the delivery of the deed; that the balance of the amount bid, after deducting the amounts of the aforesaid payments therefrom shall be allowed to the plaintiff and applied by the said Referee upon the amounts due to the plaintiff as specified above in the paragraph hereof marked "FOURTH", that if, after so applying the balance of the amount bid, there shall be a surplus over and above the said amounts due the plaintiff, the plaintiff shall, upon delivery to the plaintiff of the said Referee's deed, pay the amount of such surplus to the said Referee, who shall deposit the same in Court as hereinabove directed; and it is further

ORDERED, ADJUDGED AND DECREED, that the said Referee take receipts for all payments made by him hereunder, and make a report of such sale and of the disbursements any payments made by him, and file said report accompanied by said receipts with the Clerk of this Court with all convenient speed; and that if the proceeds of such sale be insufficient to pay the amount so reported due to the plaintiff with interest and costs as aforesaid the said Referee specify the amount of such deficiency in his report of sale and the plaintiff recover of the defendants, Rodney C. Grogan and Gina M. Grogan, the whole deficiency or so much thereof as the Court may determine to be just and equitable of the residue of the mortgage debt remaining unsatisfied after the sale of the mortgaged premises and the application of the proceeds thereof, provided a motion for a deficiency judgment shall be made as prescribed by Section 1371 of the Real Property Actions and Proceedings Law within the time limit therein, and the amount thereof if determined and awarded by an order of this Court as provided for in said section;

and it is further

ORDERED, ADJUDGED AND DECREED, that the purchaser or purchasers at said sale be let into possession on production of the Referee's deed or deeds; and it is

ORDERED, ADJUDGED AND DECREED, that each and all of the defendants in this action, and all persons claiming under them, or any of them, after the filing of such notice of pendency of this action, be, and they are hereby, forever barred and foreclosed of all right, title, interest, claim, lien and equity of redemption in said mortgaged premises, and each and every part thereof.

The mortgaged premises hereinbefore mentioned and hereby directed to be sold are shown on the attached Schedule "A" and are subject to (1) any state of facts an accurate survey may show, (2) covenants, restrictions and easements of record, (3) federal, state and municipal laws, regulations and ordinances and any violations thereof effecting the premises, (4) the rights and interests of all tenants of said premises who or which are not joined in this action, (5) to claims, if any, of any Indian tribe or tribes or groups, and (6) to rights of redemption of the United States of America.

Together with all the right, title, and interest of the mortgagors in, and to any and all oil, gas, or mineral leases affecting the premises.

Dated: May 17, 1991
Utica, New York

Enter,
s/ John W. Grow

APPENDIX E

Index No.: 91-00216
Judge Grow

At a Motion Term of the Supreme Court held in and for the County of Oneida at the Oneida County Courthouse in the City of Utica, on the 26th day of February, 1997.

PRESENT: HON. JOHN W. GROW
Justice Presiding

STATE OF NEW YORK
SUPREME COURT COUNTY OF ONEIDA

FARM CREDIT OF NORTH CENTRAL NEW YORK, ACA

Plaintiff,

vs .

RODNEY C. GROGAN, GINA M. GROGAN, UNITED STATES OF AMERICA acting through the FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE, THE UNITED STATES OF AMERICA (COMMODITY CREDIT CORP.), and REMSEN AGWAY COOPERATIVE, INC.,

Defendants.

A motion having been made by the defendant, Rodney C. Grogan and Gina M. Grogan, seeking redemption of real property, and a cross-motion having been made by plaintiff, Empire Farm Credit, ACA, successor in interest to Farm Credit of North Central New York, ACA, for summary judgment and other appropriate relief,

NOW, upon reading and filing the original motion of Rodney C. Grogan and Gina M. Grogan dated the 21st day of January, 1997, with supporting papers; the Cross-Motion and Affirmation of Janet M. Richmond, Esq., with exhibits, dated January 30, 1997; the re

sponding papers of Rodney C. Grogan and Gina M. Grogan dated February 5, 1997; the Reply Affirmation of Janet M. Richmond, Esq., with exhibits, dated February 19, 1997 and upon the pleadings herein, and Rodney C. Grogan and Gina M. Grogan having appeared in support of their said motion, and Janet M. Richmond, Esq., having appeared in opposition thereto and in support of Farm Credit's cross-motion and due deliberation having beer had thereon, it is

ORDERED, that the motion of defendants, Rodney C. Grogan and Gina M. Grogan, is denied with prejudice in its entirety; and it is further

ORDERED, that the motion of plaintiff, Empire Farm Credit, ACA, successor in interest to Farm Credit of North Central New York, ACA, is granted in full, and Rodney C. Grogan and Gina M. Grogan are excluded and absolutely barred from claiming any title or interest in the real property which is the subject of this action and any rights which Rodney C. Grogan and Gina M. Grogan may have had in said real property are extinguished and terminated; and it is further

ORDERED, that costs in the amount of $100.00 shall be paid forthwith by Rodney C. Grogan and Gina M. Grogan to Empire Farm Credit, ACA, successor in interest to Farm Credit of North Central New York, ACA; and it is further

ORDERED, that the Clerk of this Court is directed to enter judgment as herein provided.

ORDERED, that service of a copy of this Order with notice of entry thereof by regular mail upon the pro se defendants, Rodney C. Grogan and Gina M. Grogan, shall be deemed good and sufficient service of this Order upon the said pro se defendants herein.

Dated: March 30, 1997
Rome, New York

Enter,
s/ John W. Grow